MOBILE DEVICE

Important Information Booklet

Please read this manual before operating your device and keep it for future reference.

GH68-42554B_REV_1.1

Warning! This product contains chemicals known to the State of California to cause cancer and reproductive toxicity.

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Do you have questions about your Samsung Mobile Device?
For 24 hour information and assistance, we offer a new FAQ/ARS System (Automated Response System) at:
www.samsung.com/us/support

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Section 1: Health/Safety Information

This section outlines the safety precautions associated with using your device. The terms "device" or "mobile device" are used in this section to refer to your Gear. **Read this information before using your mobile device.**

Note: When the Gear is synced with a compatible S Health app, you can use additional features. The additional features include checking your exercise records, and more.

Note: Applications such as Pedometer, Sleep, Exercise, UV, and Heart Rate are intended for leisure, well-being and fitness purposes only and are not intended for medical use. Before using these apps, read the instructions carefully.

Maintaining Water and Dust Resistance

This device is rated IP67 using the Ingress Protection rating system.

Your device has been tested in a controlled environment and shown to be water and dust resistant in certain circumstances (meets requirements of classification IP67 as

described by the international standard IEC 60529 - Degrees of Protection provided by Enclosures [IP Code]; test conditions: 15 - 35 °C, 86 - 106 kPa, 1 meter, for 30 minutes). Despite this classification, your device is not impervious to water damage in any situation. It is important that all compartments are closed tightly.

Follow these tips carefully to prevent damage to the device.

- Whenever your device gets wet, dry it thoroughly with a clean, soft cloth.

- Do not expose the device to salt water or ionized water, or to water over 1 meter deep for more than 30 minutes. If your device is exposed to fresh water, dry it thoroughly with a clean, soft cloth. If the device is exposed to any liquid other than fresh water, rinse the device with fresh water immediately and dry it thoroughly with a clean, soft cloth. Failure to rinse the device in fresh water and dry it as instructed may cause the device to suffer from operability or cosmetic issues.
- Do not expose the device to water at high pressure, such as ocean waves or a waterfall.
- If the device is dropped or receives an impact, the water and dust resistant features of the device may be damaged.

Exposure to Radio Frequency (RF) Signals

The U.S. Food and Drug Administration (FDA) has published information for consumers relating to Radio Frequency (RF) exposure from wireless phones. The FDA publication includes the following information:

Do cell phones pose a health hazard?

Many people are concerned that cell phone radiation will cause cancer or other serious health hazards. The weight of scientific evidence has not linked cell phones with any health problems.

Cell phones emit low levels of Radio Frequency (RF) energy. Over the past 15 years, scientists have conducted hundreds of studies looking at the biological effects of the radio frequency energy emitted by cell phones. While some researchers have reported biological changes associated with RF energy, these studies have failed to be replicated. The majority of studies published have failed to show an association between exposure to radio frequency from a cell phone and health problems.

The low levels of RF cell phones emit while in use are in the microwave frequency range. They also emit RF at substantially reduced time intervals when in the stand-by mode. Whereas high levels of RF can produce health effects (by heating tissue),

exposure to low level RF that does not produce heating effects causes no known adverse health effects.

The biological effects of radio frequency energy should not be confused with the effects from other types of electromagnetic energy.

Very high levels of electromagnetic energy, such as is found in X-rays and gamma rays, can ionize biological tissues. Ionization is a process where electrons are stripped away from their normal locations in atoms and molecules. It can permanently damage biological tissues including DNA, the genetic material.

The energy levels associated with radio frequency energy, including both radio waves and microwaves, are not great enough to cause ionization of atoms and molecules. Therefore, RF energy is a type of non-ionizing radiation. Other types of non-ionizing radiation include visible light, infrared radiation (heat), and other forms of electromagnetic radiation with relatively low frequencies.

While RF energy does not ionize particles, large amounts can increase body temperatures and cause tissue damage. Two areas of the body, the eyes and the testes, are particularly vulnerable to RF heating because there is relatively little blood flow in them to carry away excess heat.

Research Results to Date: Is there a connection between RF and certain health problems?

The results of most studies conducted to date say no. In addition, attempts to replicate and confirm the few studies that have shown a connection have failed.

The scientific community at large therefore believes that the weight of scientific evidence does not show an association between exposure to Radio Frequency (RF) from cell phones and adverse health outcomes. Still the scientific community has supported additional research to address gaps in knowledge. Some of these studies are described below.

Interphone Study

Interphone is a large international study designed to determine whether cell phones increase the risk of head and neck cancer. A report published in the International Journal of Epidemiology (June, 2010) compared cell phone usage for more than 5,000 people with brain tumors (glioma and meningioma) and a similar number of healthy controls.

Results of this study did NOT show that cell phones caused brain cancer. In this study, most people had no increased risk of brain cancer from using cell phones. For people with the heaviest use of cell phones (an average of more than ½ hour per day, every day, for over 10 years) the study suggested a slight increase in brain cancer. However, the

authors determined that biases and errors prevented any conclusions being drawn from this data. Additional information about Interphone can be found at www.iarc.fr/en/media-centre/pr/2010/pdfs/pr200_E.pdf.

Interphone is the largest cell phone study to date, but it did not answer all questions about cell phone safety. Additional research is being conducted around the world, and the FDA continues to monitor developments in this field.

International Cohort Study on Mobile Phone Users (COSMOS)

The COSMOS study aims to conduct long-term health monitoring of a large group of people to determine if there are any health

issues linked to long-term exposure to radio frequency energy from cell phone use. The COSMOS study will follow approximately 300,000 adult cell phone users in Europe for 20 to 30 years. Additional information about the COSMOS study can be found at www.ukcosmos.org/index.html.

Risk of Brain Cancer from Exposure to Radio Frequency Fields in Childhood and Adolescence (MOBI-KIDS)

MOBI-KIDS is an international study investigating the relationship between exposure to radio frequency energy from communication technologies including cell phones and brain cancer in young people. This is an international multi-center study involving 14 European and non-European countries. Additional information about

MOBI-KIDS can be found at www.creal.cat/programes-recerca/en_projectes-creal/view.php?ID=39.

Surveillance, Epidemiology, and End Results (SEER) Program of the National Cancer Institute

The National Cancer Institute (NCI) actively follows cancer statistics in the United States to detect any change in rates of new cases for brain cancer. If cell phones play a role in risk for brain cancer, rates should go up, because heavy cell phone use has been common for quite some time in the U.S. Between 1987 and 2005, the overall age-adjusted incidence of brain cancer did not increase. Additional information about SEER can be found at http://seer.cancer.gov/.

Cell Phone Industry Actions

Although the existing scientific data do not justify FDA regulatory actions, the FDA has urged the cell phone industry to take a number of steps, including the following:

- Support-needed research on possible biological effects of RF for the type of signal emitted by cell phones;
- Design cell phones in a way that minimizes any RF exposure to the user; and
- Cooperate in providing users of cell phones with the current information on cell phone use and human health concerns.

The FDA also is working with voluntary standard-setting bodies such as the Institute of Electrical and Electronics Engineers (IEEE),

the International Commission on Non-Ionizing Radiation Protection (ICNIRP), and others to assure that safety standards continue to adequately protect the public.

Reducing Exposure: Hands-Free Kits and Other Accessories

Steps to Reduce Exposure to Radio Frequency Energy

If there is a risk from being exposed to radio frequency energy (RF) from cell phones - and at this point we do not know that there is - it is probably very small. But, if you are concerned about avoiding even potential risks, you can take a few simple steps to minimize your RF exposure.

- Reduce the amount of time spent using your cell phone;

- Use speaker mode or a headset to place more distance between your head and the cell phone.

Hands-Free Kits

Hands-free kits may include audio or Bluetooth® headsets and various types of body-worn accessories such as belt-clips and holsters. Combinations of these can be used to reduce RF energy absorption from cell phones.

Headsets can substantially reduce exposure because the phone is held away from the head in the user's hand or in approved body-worn accessories. Cell phones marketed in the U.S. are required to meet RF exposure compliance requirements when used against the head and against the body.

Because there are no known risks from exposure to RF emissions from cell phones, there is no reason to believe that hands-free kits reduce risks. Hands-free kits can be used for convenience and comfort. They are also required by law in many states if you want to use your phone while driving.

Cell Phone Accessories that Claim to Shield the Head from RF Radiation

Because there are no known risks from exposure to RF emissions from cell phones, there is no reason to believe that accessories which claim to shield the head from those emissions reduce risks. Some products that claim to shield the user from RF absorption use special phone cases, while others involve nothing more than a metallic accessory attached to the phone.

Studies have shown that these products generally do not work as advertised. Unlike “hands-free” kits, these so-called “shields” may interfere with proper operation of the phone. The phone may be forced to boost its power to compensate, leading to an increase in RF absorption.

Children and Cell Phones

The scientific evidence does not show a danger to any users of cell phones from RF exposure, including children and teenagers. The steps adults can take to reduce RF exposure apply to children and teenagers as well.

- Reduce the amount of time spent on the cell phone;

- Use speaker mode or a headset to place more distance between the head and the cell phone.

Some groups sponsored by other national governments have advised that children be discouraged from using cell phones at all. For example, The Stewart Report from the United Kingdom made such a recommendation in December 2000. In this report, a group of independent experts noted that no evidence exists that using a cell phone causes brain tumors or other ill effects. Their recommendation to limit cell phone use by children was strictly precautionary; it was not based on scientific evidence that any health hazard exists.

Additional information on the safety of RF exposures from various sources can be obtained from the following organizations (updated 07/01/2014):

- FCC RF Safety Program: www.fcc.gov/oet/rfsafety/
- Environmental Protection Agency (EPA): www.epa.gov/radtown/wireless-tech.html
- Occupational Safety and Health Administration (OSHA): www.osha.gov/SLTC/radiofrequencyradiation/ (Note: This web address is case sensitive.)
- National Institute for Occupational Safety and Health (NIOSH): www.cdc.gov/niosh/

- World Health Organization (WHO): www.who.int/peh-emf/en/
- International Commission on Non-Ionizing Radiation Protection: www.icnirp.de
- Health Protection Agency: www.hpa.org.uk/Topics/Radiation/
- US Food and Drug Administration: www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm

Specific Absorption Rate (SAR) Certification Information

Your wireless device is a radio transmitter and receiver. It is designed and manufactured not to exceed the exposure limits for Radio Frequency (RF) energy set by the Federal Communications Commission (FCC) of the U.S. Government.

These FCC RF exposure limits are derived from the recommendations of two expert organizations: the National Council on Radiation Protection and Measurement (NCRP) and the Institute of Electrical and Electronics Engineers (IEEE). In both cases, the recommendations were developed by scientific and engineering experts drawn

from industry, government, and academia after extensive reviews of the scientific literature related to the biological effects of RF energy.

The RF exposure limit set by the FCC for wireless mobile devices employs a unit of measurement known as the Specific Absorption Rate (SAR). The SAR is a measure of the rate of absorption of RF energy by the human body expressed in units of watts per kilogram (W/kg). SAR values for wrist worn devices are measured in reference to (wrist) extremity and head under simultaneous (multiple) transmitter conditions for each frequency band operation. For speaker mode communication this device has been tested when worn on the wrist and positioned a minimum of 1.0 cm from the head. For this

device, the FCC safety limit for extremity SAR is 4.0 W/kg (10gm) and head SAR is 1.6 W/kg (1gm).

This device has extremity and head SAR levels that do not exceed FCC SAR safety limits. The FCC SAR limit incorporates a substantial margin of safety to give additional protection to the public and to account for any variations in measurements.

SAR tests are conducted using standard operating positions accepted by the FCC with the device transmitting at its highest certified power level in all tested frequency bands. Although the SAR is determined at the highest certified power level, the actual SAR level of the phone while operating can be well below the maximum reported value.

This is because the phone is designed to operate at multiple power levels so as to use only the power required to reach the network. In general, the closer you are to a wireless base station antenna, the lower the power output of the device.

Before a new model device is available for sale to the public, it must be tested and certified to the FCC that it does not exceed the SAR limit established by the FCC. Tests for each model device are performed in positions and locations (e.g. at the ear and worn on the body) as required by the FCC.

Use of other accessories may not ensure compliance with FCC RF exposure guidelines. The FCC has granted an Equipment Authorization for this mobile

device with all reported SAR levels evaluated as in compliance with the FCC RF exposure guidelines.

This device has a FCC ID number: A3LSMR750C [Model Number: SM-R750P] and the specific SAR levels for this device can be found at the following FCC website: www.fcc.gov/oet/ea/.

The maximum SAR values for this model device as reported to the FCC are:

Simultaneous Transmission Head:
0.81 W/kg

Simultaneous Transmission Extremity:
1.07 W/kg

The SAR information for this device can also be found on Samsung's website: www.samsung.com/sar.

SAR information on this and other model devices can be accessed online on the FCC's website through http://transition.fcc.gov/oet/rfsafety/sar.html. To find information that pertains to a particular model, this site uses the device FCC ID number which is usually printed somewhere on the case of the device. Sometimes it may be necessary to remove the battery pack to find the number. Once you have the FCC ID number for a particular device, follow the instructions on the website and it should provide values for typical or maximum SAR for a particular phone. Additional SAR information can also be obtained at www.fcc.gov/encyclopedia/specific-absorption-rate-sar-cellular-telephones.

FCC Part 15 Information to User

Pursuant to part 15.21 of the FCC Rules, you are cautioned that changes or modifications not expressly approved by Samsung could void your authority to operate the device.

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide

reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications.

However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.

- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Commercial Mobile Alerting System ("CMAS")

This device is also designed to receive CMAS alerts, known as Personal Localized Alerting Network ("PLAN") alerts. If your wireless provider has chosen to participate in CMAS/ PLAN, alerts may be available while in the provider's coverage area. If you travel

outside your provider's coverage area, alerts may not be available. For more information, please contact your wireless provider.

Smart Practices While Driving

On the Road - Off the Device

The primary responsibility of every driver is the safe operation of his or her vehicle.

Responsible drivers understand that no secondary task should be performed while driving whether it be eating, drinking, talking to passengers, or using a mobile device - unless the driver has assessed the driving conditions and is confident that the secondary task will not interfere with their primary responsibility. **Do not engage in any activity while driving a moving vehicle which**

may cause you to take your eyes off the road or become so absorbed in the activity that your ability to concentrate on the act of driving becomes impaired. Samsung is committed to promoting responsible driving and giving drivers the tools they need to understand and address distractions.

Check the laws and regulations on the use of mobile devices and their accessories in the areas where you drive. Always obey them. The use of these devices may be prohibited or restricted in certain areas. For example, only hands-free use may be permitted in certain areas.

Before using your device to chat with friends, consider your circumstances. Let the chat wait when driving conditions require. Remember, driving comes first, nothing else!

If you consider a chat necessary and appropriate, follow these tips:

- Use a hands-free device;
- Secure your mobile device within easy reach;
- Chat when you are not moving;
- Plan chats when your car will be stationary;
- Do not engage in stressful or emotional conversations;
- Let the person with whom you are speaking know that you are driving and will suspend the chat if necessary;

- Do not take notes or look up information while driving;

Notice regarding legal restrictions on mounting this device in an automobile:

Laws in some states may prohibit mounting this device on or near the windshield of an automobile. In other states, the law may permit mounting this device only in specific locations in the automobile. Be sure to consult the state and local laws or ordinances where you drive before mounting this device in an automobile. Failure to comply with these restrictions could result in fines, penalties, or other damages.

Never mount this device in a manner that will obstruct the driver's clear view of the street and traffic.

Never use wireless data services such as Web browsing or e-mail while operating a vehicle.

Never watch videos, such as a movie or clip, or play video games while operating a vehicle.

For more information, go to www.ctia.org.

Battery Use and Safety

The battery in your device is not intended to be replaced by the consumer. If you believe the battery is damaged or needs to be replaced, take the device to a service center for inspection and replacement.

- **Do not let the device or battery come in contact with liquids**. Liquids can get into the device's circuits, leading to corrosion. Even when the device appears to be dry and appears to operate normally, the circuitry could slowly corrode and pose a safety hazard. If the device and/or battery get wet, have them checked by your service provider or contact Samsung, even if they appear to be working properly.

- **Do not place your battery in or near a heat source**. Excessive heating can damage the device or the battery and could cause the device or the battery to explode. Do not dry a wet or damp battery with an appliance or heat source such as a microwave oven, hair dryer, iron, or radiator. Avoid leaving your device in your car in high temperatures.

- **Caution: Some applications or prolonged usage may increase device temperature.** Prolonged skin contact with a device that is hot to the touch may produce skin discomfort or redness, or low-temperature burns. If the device feels hot to the touch, discontinue use and close all applications or turn off the device until it cools. Always ensure that the device has adequate ventilation and air flow. Covering the device with bedding, your body, thick clothing or any other materials that significantly affect air flow may affect the performance of the device and poses a possible risk of fire or explosion, which could lead to serious bodily injuries or damage to property.

- **Do not dispose of the device or the battery in a fire**. The device or the battery may explode when overheated.
- **Avoid dropping the device** Dropping the device, especially on a hard surface, can potentially cause damage to the device. If you suspect damage to the device or battery, take it to a service center for inspection.
- **Never use any charger or battery that is damaged in any way**.

Important! Use only Samsung-approved batteries, and recharge your battery only with Samsung-approved chargers which are specifically designed for your device.

WARNING!

Use of a non-Samsung-approved battery or charger may present a risk of fire, explosion, leakage, or other hazard. Samsung's warranty does not cover damage to the device caused by non-Samsung-approved batteries and/or chargers.

- **Do not use incompatible batteries and chargers**. Some websites and second-hand dealers not associated with reputable manufacturers and carriers, might be selling incompatible or even counterfeit batteries and chargers. Consumers should purchase manufacturer or carrier-recommended products and accessories. If unsure about whether a replacement battery or charger is compatible, contact the manufacturer of the battery or charger.

- **Misuse or use of incompatible batteries and charging devices could result in damage to the equipment and a possible risk of fire, explosion, or leakage, leading to serious injuries, damages to your device, or other serious hazard.**

Samsung Mobile Products and Recycling

Samsung cares for the environment and encourages its customers to recycle Samsung mobile devices and genuine Samsung accessories.

Proper disposal of your mobile device and its battery is not only important for safety, it benefits the environment. Batteries must be recycled or disposed of properly.

For more information about recycling your device, go to: http://mobile.samsungusa.com/recycling/index.jsp or call 1-800-822-8837.

To find the nearest recycling location, go to: www.samsung.com/recyclingdirect or call 1-877-278-0799.

Warning! Never dispose of batteries in a fire because they may explode.

UL Certified Travel Charger

The Travel Charger for this mobile device has met applicable UL safety requirements. Please adhere to the following safety instructions per UL guidelines:

FAILURE TO FOLLOW THE INSTRUCTIONS OUTLINED MAY LEAD TO SERIOUS PERSONAL INJURY AND POSSIBLE PROPERTY DAMAGE.

IMPORTANT SAFETY INSTRUCTIONS - SAVE THESE INSTRUCTIONS.

DANGER - TO REDUCE THE RISK OF FIRE OR ELECTRIC SHOCK, CAREFULLY FOLLOW THESE INSTRUCTIONS.

FOR CONNECTION TO A SUPPLY NOT IN NORTH AMERICA, USE AN ATTACHMENT PLUG ADAPTOR OF THE PROPER CONFIGURATION FOR THE POWER OUTLET.
THIS POWER UNIT IS INTENDED TO BE CORRECTLY ORIENTED IN A VERTICAL OR HORIZONTAL OR FLOOR MOUNT POSITION.

Display / Touch-Screen

Please note the following information when using your mobile device:

WARNING REGARDING DISPLAY

The display on your mobile device is made of glass or acrylic and could break if your mobile device is dropped or if it receives significant impact. Do not use if screen is broken or cracked as this could cause injury to you.

WARRANTY DISCLAIMER: PROPER USE OF A TOUCH-SCREEN MOBILE DEVICE

If your mobile device has a touch-screen display, please note that a touch-screen responds best to a light touch from the pad of your finger or a non-metallic stylus. Using excessive force or a metallic object when pressing on the touch-screen may damage the tempered glass surface and void the warranty. For more information, please refer to the “Standard Limited Warranty”.

GPS & AGPS

Certain Samsung mobile devices can use a Global Positioning System (GPS) signal for location-based applications. A GPS uses satellites controlled by the U.S. Government that are subject to changes implemented in accordance with the Department of Defense policy and the 2008 Federal Radio navigation Plan (FRP). Changes may affect the performance of location-based technology on your mobile device.

Certain Samsung mobile devices can also use an Assisted Global Positioning System (AGPS), which obtains information from the cellular network to improve GPS performance. AGPS uses your wireless service provider's network and therefore

airtime, data charges, and/or additional charges may apply in accordance with your service plan. Contact your wireless service provider for details.

Your Location

Location-based information includes information that can be used to determine the approximate location of a mobile device. Mobile devices which are connected to a wireless network transmit location-based information. Additionally, if you use applications that require location-based information (e.g. driving directions), such applications transmit location-based information. The location-based information may be shared with third-parties, including

your wireless service provider, applications providers, Samsung, and other third-parties providing services.

Use of AGPS in Emergency Calls

When you make an emergency call, the cellular network may activate AGPS technology in your mobile device to tell the emergency responders your approximate location.

AGPS has limitations and **might not work in your area**. Therefore:

- Always tell the emergency responder your location to the best of your ability; and
- Remain on the mobile device for as long as the emergency responder instructs you.

Navigation

Maps, directions, and other navigation-data, including data relating to your current location, may contain inaccurate or incomplete data, and circumstances can and do change over time. In some areas, complete information may not be available. **Therefore, you should always visually confirm that the navigational instructions are consistent with what you see before following them. All users should pay attention to road conditions, closures, traffic, and all other factors that may impact safe driving or walking. Always obey posted road signs.**

Emergency Calls

This mobile device, like any wireless mobile device, operates using radio signals, wireless and landline networks, as well as user-programmed functions, which cannot guarantee connection in all conditions, areas, or circumstances. In addition, this mobile device is equipped with protective software that disables calling in the event the device heats up above a certain temperature.

Therefore, you should never rely solely on this or any wireless mobile device for essential communications (medical emergencies, for example). Before traveling in remote or underdeveloped areas, plan an alternate method of contacting emergency

services personnel. Remember, to make or receive any calls, the mobile device must be switched on and in a service area with adequate signal strength.

Emergency calls may not be possible on all wireless mobile device networks or when certain network services and/or mobile device features are in use. Check with local service providers. If certain features are in use (call blocking, for example), you may first need to deactivate those features before you can make an emergency call. Consult your User Manual and your local cellular service provider. When making an emergency call, remember to give all the necessary information as accurately as possible. Remember that your mobile device

may be the only means of communication at the scene of an accident; do not cut off the call until given permission to do so.

To make an emergency call:

1. If the mobile device is not on, switch it on.
2. Open your phone dialer.
3. Enter the emergency number for your present location (for example, 911 or other official emergency number), then tap Call/Send. Emergency numbers vary by location.

Caution! If you feel discomfort while using the device, stop using it and remove it from your wrist.

Warning! To avoid device malfunction, skin discomfort or damage, and battery draining, an initial warning will appear on the device if it reaches a specific temperature. If the device temperature continues to rise, a second warning will appear, at which time, depending on your carrier network, calling and device functions may be disabled until the device cools down to a specific temperature, except for incoming 911 calls. If you are on a call with 911 when the second warning appears, the call will remain active until terminated.

Warning! If the device temperature rises further, a third warning will appear; at this time, the entire device may shut down. Any 911 call that is connected at the time will remain active until you terminate the call. However, depending on your carrier network, you may not be able to make or receive 911 calls until device cools down to a specific temperature.

Care and Maintenance

Your mobile device is a product of superior design and craftsmanship and should be treated with care. The suggestions below

will help you fulfill any warranty obligations and allow you to enjoy this product for many years:

Keep your Samsung Mobile Device away from:

Deliberate exposure to liquids of any kind

Please refer to instructions for adhering to IP67 certification parameters and make sure that liquid exposure of the device does not exceed these limitations. Precipitation, humidity, and liquids contain minerals that will corrode electronic circuits.

If the mobile device does get wet, do not accelerate drying with the use of an oven, microwave, or dryer, because this may damage the mobile device and could cause a fire or explosion. Do not

use the mobile device in very wet conditions. Doing so may cause an electric shock to you or damage to the mobile device. Do not expose the straps to very wet conditions. Wet straps can cause skin irritations. Dry the straps first. If you experience skin irritation when wearing the device, stop wearing the device and consult a physician.

Extreme heat or cold

Avoid temperatures below 0°C / 32°F or above 45°C / 113°F.

Microwaves

Do not try to dry your mobile device in a microwave oven. Doing so may cause a fire or explosion.

Dust and dirt

Do not expose your mobile device to dust, dirt, or sand.

Cleaning solutions

Do not use harsh chemicals, cleaning solvents, or strong detergents to clean the mobile device. Wipe it with a soft cloth slightly dampened in a mild soap-and-water solution. If the mobile device has a retractable camera lens, do not use soap and water to clean the lens. Use a blower or brush or lens cleaning paper dampened in a lens cleaning solution.

Shock or vibration

Do not drop, knock, or shake the mobile device. Rough handling can break internal circuit boards.

Paint

Do not paint the mobile device. Paint can clog the device's moving parts or ventilation openings and prevent proper operation.

Strap

Ensure that the strap is kept clean.

Bluetooth

Do not touch the Bluetooth antenna of a connected mobile device.

- Samsung is not responsible for the loss, interception, or misuse of data sent or received via the Bluetooth feature.
- Always ensure that you share and receive data with devices that are trusted and properly secured.
- Some devices, especially those that are not tested or approved by the Bluetooth SIG, may not be compatible with your device.

Important! Do not allow the touch screen to come into contact with other electrical devices. Electrostatic discharges can cause the touch screen to malfunction.

Caution! To avoid damaging the touch screen, do not tap it with anything sharp or apply excessive pressure to it with your fingertips.

Responsible Listening

Caution! Avoid potential hearing loss.

Damage to hearing occurs when a person is exposed to loud sounds over time. The risk of hearing loss increases as sound is played louder and for longer durations. Prolonged exposure to loud sounds (including music) is the most common cause of preventable hearing loss. Some scientific research suggests that using portable audio devices,

such as portable music players and cell phones, at high volume settings for long durations may lead to permanent noise-induced hearing loss.

This includes the use of headphones (including headsets, earbuds, and Bluetooth® or other wireless devices). Exposure to very loud sound has also been associated in some studies with tinnitus (a ringing in the ear), hypersensitivity to sound, and distorted hearing. Individual susceptibility to noise-induced hearing loss and potential hearing problem varies. Additionally, the amount of sound produced by a portable audio device varies depending on the nature of the sound, the device settings, and the headphones that are used. As a result, there is no single volume setting

that is appropriate for everyone or for every combination of sound, settings, and equipment.

You should follow some common sense recommendations when using any portable audio device:

- Always turn the volume down before plugging the earphones into an audio source.
- Set the volume in a quiet environment and select the lowest volume at which you can hear adequately.
- Be aware that you can adapt to higher volume settings over time, not realizing that the higher volume may be harmful to your hearing.

- When using headphones, turn the volume down if you cannot hear the people speaking near you or if the person sitting next to you can hear what you are listening to.
- Do not turn the volume up to block out noisy surroundings. If you choose to listen to your portable device in a noisy environment, use noise-cancelling headphones to block out background environmental noise. By blocking background environment noise, noise cancelling headphones should allow you to hear the music at lower volumes than when using earbuds.
- Limit the amount of time you listen. As the volume increases, less time is required before you hearing could be affected.

- Avoid using headphones after exposure to extremely loud noises, such as rock concerts, that might cause temporary hearing loss. Temporary hearing loss might cause unsafe volumes to sound normal.
- Do not listen at any volume that causes you discomfort. If you experience ringing in your ears, hear muffled speech, or experience any temporary hearing difficulty after listening to your portable audio device, discontinue use and consult your doctor.

You can obtain additional information on this subject from the following sources:

American Academy of Audiology

11730 Plaza American Drive, Suite 300
Reston, VA 20190

Voice: (800) 222-2336
Email: info@audiology.org

Internet:
www.audiology.org/Pages/default.aspx

National Institute on Deafness and Other Communication Disorders

National Institutes of Health
31 Center Drive, MSC 2320
Bethesda, MD 20892-2320

Email: nidcdinfo@nih.gov

Internet:
www.nidcd.nih.gov/

National Institute for Occupational Safety and Health (NIOSH)

395 E Street, S.W., Suite 9200
Patriots Plaza Building
Washington, DC 20201

Voice: 1-800-35-NIOSH
(1-800-356-4674)
1-800-CDC-INFO (1-800-232-4636)
Outside the U.S. 513-533-8328

Email: cdcinfo@cdc.gov

Internet:
www.cdc.gov/niosh/topics/noise/default.html

1-888-232-6348 TTY

Operating Environment

Remember to follow any special regulations in force in any area, and always switch your mobile device off whenever it is forbidden to use it, or when it may cause interference or danger. When connecting the mobile device or any accessory to another device, read its user's guide for detailed safety instructions. Do not connect incompatible products.

Using Your Mobile Device Near Other Electronic Devices

Most modern electronic equipment is shielded from Radio Frequency (RF) signals. However, certain electronic equipment may not be shielded against the RF signals from your wireless mobile device. Consult the manufacturer to discuss alternatives.

Implantable Medical Devices

A minimum separation of six (6) inches should be maintained between a handheld wireless mobile device and an implantable medical device, such as a pacemaker or implantable cardioverter defibrillator, to avoid potential interference with the device.

Persons who have such devices:

- Should ALWAYS keep the mobile device more than six (6) inches from their implantable medical device when the mobile device is turned ON;
- Should not carry the mobile device in a breast pocket;

- Should use the ear opposite the implantable medical device to minimize the potential for interference;
- Should turn the mobile device OFF immediately if there is any reason to suspect that interference is taking place;
- Should read and follow the directions from the manufacturer of your implantable medical device. If you have any questions about using your wireless mobile device with an implantable medical device, consult your health care provider.

For more information see: www.fcc.gov/oet/rfsafety/rf-faqs.html#.

Other Medical Devices

If you use any other personal medical devices, consult the manufacturer of your device to determine if it is adequately shielded from external RF energy. Your physician may be able to assist you in obtaining this information. Switch your mobile device off in health care facilities when any regulations posted in these areas instruct you to do so. Hospitals or health care facilities may be using equipment that could be sensitive to external RF energy.

Vehicles

RF signals may affect improperly installed or inadequately shielded electronic systems in motor vehicles. Check with the manufacturer or its representative regarding your vehicle

before using your mobile device in a motor vehicle. You should also consult the manufacturer of any equipment that has been added to your vehicle.

Posted Facilities

Switch your mobile device off in any facility where posted notices require you to do so.

Potentially Explosive Environments

Switch your mobile device off when in any area with a potentially explosive atmosphere and obey all signs and instructions. Sparks in such areas could cause an explosion or fire resulting in bodily injury or even death. Users are advised to switch the mobile device off while at a refueling point (service station).

Users are reminded of the need to observe restrictions on the use of radio equipment in fuel depots (fuel storage and distribution areas), chemical plants, or where blasting operations are in progress. Areas with a potentially explosive atmosphere are often, but not always, clearly marked. They include below deck on boats, chemical transfer or storage facilities, vehicles using liquefied petroleum gas (such as propane or butane), areas where the air contains chemicals or particles, such as grain, dust, or metal powders, and any other area where you would normally be advised to turn off your vehicle engine. Vehicles using liquefied petroleum gas (such as propane or butane) must comply with the National Fire

Protection Standard (NFPA-58). For a copy of this standard, contact the National Fire Protection Association.

When your Device is Wet

Do not turn on your device if it is wet. If your device is already on, turn it off and remove the battery immediately (if the device will not turn off or you cannot remove the battery, leave it as-is). Then, dry the device with a towel and take it to a service center.

Restricting Children's Access to Your Mobile Device

Your mobile device is not a toy. Do not allow children to play with it because they could hurt themselves and others, damage the mobile device, or make calls that increase your mobile device bill.

Keep the mobile device and all its parts and accessories out of the reach of small children.

FCC Notice and Cautions

FCC Notice

The mobile device may cause TV or radio interference if used in close proximity to receiving equipment. The FCC can require you to stop using the mobile device if such interference cannot be eliminated.

Cautions

Any changes or modifications to your mobile device not expressly approved by Samsung could void your warranty for this equipment and void your authority to operate this equipment. Only use approved batteries, antennas, and chargers. The use of any unauthorized accessories may be dangerous

and void the mobile device warranty if said accessories cause damage or a defect to the mobile device.

Although your mobile device is quite sturdy, it is a complex piece of equipment and can be broken. Avoid dropping, hitting, bending, or sitting on it.

Other Important Safety Information

- Only qualified personnel should service the mobile device or install the mobile device in a vehicle. Faulty installation or service may be dangerous and may invalidate any warranty applicable to the device.

- Ensure that any mobile devices or related equipment installed in your vehicle are securely mounted.
- Check regularly that all wireless mobile device equipment in your vehicle is mounted and operating properly.
- When using a headset in dry environments, static electricity can build up in the headset and cause a small quick static electrical shock. To minimize the risk of electrostatic discharge from the headset avoid using the headset in extremely dry environments or touch a grounded unpainted metal object to discharge static electricity before inserting the headset.

- Do not store or carry flammable liquids, gases, or explosive materials in the same compartment as the mobile device, its parts, or accessories.
- For vehicles equipped with an air bag, remember that an air bag inflates with great force. Do not place objects, including installed or portable wireless equipment near or in the area over the air bag or in the air bag deployment area. If wireless equipment is improperly installed and the air bag inflates, serious injury could result.

- Switch your mobile device off before boarding an aircraft. The use of wireless mobile devices in aircraft is illegal and may be dangerous to the aircraft's operation. Check with appropriate authorities before using any function of a mobile device while on an aircraft.
- Failure to observe these instructions may lead to the suspension or denial of cell phone services to the offender, or legal action, or both.
- While using your device, leave some lights on in the room and do not hold the screen too close to your eyes.

- Seizures or blackouts can occur when you are exposed to flashing lights while watching videos or playing games for extended periods. If you feel any discomfort, stop using the device immediately.
- Reduce risk of repetitive motion injuries. When you repetitively perform actions, such as pressing keys, drawing characters on a touch screen with your fingers, or playing games, you may experience occasional discomfort in your hands, neck, shoulders, or other parts of your body. When using your device for extended periods, hold the device with a relaxed grip, press the keys lightly, and take frequent breaks. If you continue to have discomfort during or after such use, stop use and see a physician.

- If your device has a camera flash or light, do not use the flash or light close to the eyes of people or pets. [070114]

Section 2: Warranty Information

SAMSUNG TELECOMMUNICATIONS AMERICA, LLC (“SAMSUNG”) warrants that SAMSUNG's devices and accessories ("Products") are free from defects in material and workmanship under normal use and service.

Samsung Telecommunications America, LLC
1301 E. Lookout Drive
Richardson, Texas 75082

Phone: 1-800-SAMSUNG (726-7864)

Phone: 1-888-987-HELP (4357)

Standard Limited Warranty

What is covered and for how long?

The warranty period commences upon the date of purchase by the first consumer purchaser and continuing for the following specified period of time after that date:

Device	1 Year
Battery(ies)*	1 Year
Other Accessories*	1 Year

*If applicable.

What is not covered?

This Limited Warranty is conditioned upon proper use of the Product.

This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (b) scratches, dents and cosmetic damage, unless caused by SAMSUNG; (c) defects or damage resulting from excessive force or use of a metallic object when pressing on a touch screen; (d) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible; (e) ordinary wear and tear; (f) defects or damage resulting from the use of Product in conjunction or connection with accessories, products, or ancillary/peripheral

equipment not furnished or approved by SAMSUNG; (g) defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by SAMSUNG, including but not limited to installation of unauthorized software and unauthorized root access, both of which shall void this limited warranty; (h) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source;
(i) defects or damage resulting from cellular signal reception or transmission, or viruses or other software problems introduced into the Product; or (j) Product used or purchased

outside the United States. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG for charging the battery; (ii) any of the seals on the battery are broken or show evidence of tampering; or (iii) the battery has been used in equipment other than the SAMSUNG device for which it is specified.

What are SAMSUNG's obligations?

During the applicable warranty period, provided the Product is returned in accordance with the terms of this Limited Warranty, SAMSUNG will repair or replace

the Product, at SAMSUNG's sole option, without charge. SAMSUNG may, at SAMSUNG's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product, or may replace the Product with a rebuilt, reconditioned or new Product.

Repaired/replaced cases, pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Products will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for ninety (90) days, whichever is longer. All replaced Products, parts, components, boards and equipment shall become the property of SAMSUNG. Except to any extent expressly

allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.

What must you do to obtain warranty service?

To obtain service under this Limited Warranty, you must return the Product to an authorized phone service facility in an adequate container for shipping, accompanied by the sales receipt or comparable proof of sale showing the original date of purchase, the serial number of the Product and the seller's name and address.

To obtain assistance on where to deliver the Product, please call SAMSUNG Customer Care at 1-888-987-4357. If SAMSUNG determines that any Product is not covered

by this Limited Warranty, you must pay all parts, shipping, and labor charges for the repair or return of such Product.

You should keep a separate backup copy of any contents of the Product before delivering the Product to SAMSUNG for warranty service, as some or all of the contents may be deleted or reformatted during the course of warranty service.

What are the limits on SAMSUNG's liability?

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF SAMSUNG'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS.

ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL SAMSUNG BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

SAMSUNG MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY SAMSUNG OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND

SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of SAMSUNG regarding the Products or this Limited Warranty.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

What is the procedure for resolving disputes?

ALL DISPUTES WITH SAMSUNG ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.

Any such dispute shall not be combined or consolidated with a dispute involving any other person's or entity's Product or claim, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. The

arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of Texas, without reference to its choice of laws principles, shall govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty.

For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are $5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant SAMSUNG its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or $50.00 of such fees, whichever is less, and SAMSUNG shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees,

exceed $5,000.00 (“Large Claim”) shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. Judgment may be entered on the arbitrator’s award in any court of competent jurisdiction.

This arbitration provision also applies to claims against SAMSUNG’s employees, representatives and affiliates if any such claim arises from the Product’s sale, condition or performance.

You may opt out of this dispute resolution procedure by providing notice to SAMSUNG no later than 30 calendar days from the date of the first consumer purchaser’s purchase of

the Product. To opt out, you must send notice by e-mail to optout@sta.samsung.com, with the subject line: “Arbitration Opt Out.” You must include in the opt out e-mail (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model number; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on the Product box; (ii) on the Product information screen, which can be found under “Settings;” (iii) on a label on the back of the Product beneath the battery, if the battery is removable; and (iv) on the outside of the Product if the battery is not removable). Alternatively, you may opt out by calling 1-888-987-4357 no later than 30 calendar days from the date of the first consumer

purchaser's purchase of the Product and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the benefits of the Limited Warranty.

Severability

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

Precautions for Transfer and Disposal

If data stored on this device is deleted or reformatted using the standard methods, the data only appears to be removed on a superficial level, and it may be possible for someone to retrieve and reuse the data by means of special software.

To avoid unintended information leaks and other problems of this sort, it is recommended that the device be returned to Samsung's Customer Care Center for an Extended File System (EFS) Clear which will eliminate all user memory and return all settings to default settings. Please contact the **Samsung Customer Care Center** for details.

Important! Please provide warranty information (proof of purchase) to Samsung's Customer Care Center in order to provide this service at no charge. If the warranty has expired on the device, charges may apply.

No reproduction in whole or in part allowed without prior written approval. Specifications and availability subject to change without notice. [090114]

End User License Agreement for Software

IMPORTANT. READ CAREFULLY: This End User License Agreement ("EULA") is a legal agreement between you (either an individual

or a single entity) and Samsung Electronics Co., Ltd. ("Samsung") for software, owned by Samsung and its affiliated companies and its third party suppliers and licensors, that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" or electronic documentation in connection with your use of this device ("Software").

This device requires the use of preloaded software in its normal operation. BY USING THE DEVICE OR ITS PRELOADED SOFTWARE, YOU ACCEPT THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE DEVICE OR THE SOFTWARE.

1. **GRANT OF LICENSE**. Samsung grants you the following rights provided that you comply with all terms and conditions of this EULA: You may install, use, access, display and run one copy of the Software on the local hard disk(s) or other permanent storage media of one computer and use the Software on a single computer or a mobile device at a time, and you may not make the Software available over a network where it could be used by multiple computers at the same time. You may make one copy of the Software in machine readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original.

Certain items of the Software may be subject to open source licenses. The open source license provisions may override some of the terms of this EULA. We make the applicable open source licenses available to you on the Legal Notices section of the Settings menu of your device.

2. **RESERVATION OF RIGHTS AND OWNERSHIP.** Samsung reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Samsung or its suppliers own the title, copyright and other intellectual property rights in the Software. The Software is licensed, not sold.

3. **LIMITATIONS ON END USER RIGHTS.** You may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms of, the Software (except and only to the extent that such activity is expressly permitted by applicable law not withstanding this limitation), or modify, or disable any features of, the Software, or create derivative works based on the Software. You may not rent, lease, lend, sublicense or provide commercial hosting services with the Software.

4. **CONSENT TO USE OF DATA.** You agree that Samsung and its affiliates may collect and use technical information gathered as part of the product support services related to the Software provided to you, if any, such as

IMEI (your device's unique identification number), device number, model name, customer code, access recording, your device's current SW version, MCC (Mobile Country Code), MNC (Mobile Network Code). Samsung and its affiliates may use this information solely to improve their products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you. At all times your information will be treated in accordance with Samsung's Privacy Policy, which can be viewed at: http://account.samsung.com/membership/pp.

5. **SOFTWARE UPDATES**. Samsung may provide to you or make available to you updates, upgrades, supplements and add-on

components (if any) of the Software, including bug fixes, service upgrades (parts or whole), products or devices, and updates and enhancements to any software previously installed (including entirely new versions), (collectively “Update”) after the date you obtain your initial copy of the Software to improve the Software and ultimately enhance your user experience with your device. This EULA applies to all and any component of the Update that Samsung may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with such Update. To use Software provided through Update, you must first be licensed for the Software identified by Samsung as eligible for the

Update. After the Update, you may no longer use the Software that formed the basis for your Update eligibility. The updated Software version may add new functions and, in some limited cases, may delete existing functions.

While the Update will be generally available, in some limited circumstances, the Software updates will only be offered by your network carrier, and such Software updates will be governed by your contractual relationship with your network carrier.

With the “Automatic Update” function enabled (as in the default setting in the System Update menu in the Setting), your device downloads some Updates automatically from time to time. Your device will, however, ask for your consent before

installing any Update If you choose to disable the “Automatic Update” function, then you can check the availability of new Updates by clicking on the “Check Update” menu in the Setting. We recommend that you check availability of any new Updates periodically for optimal use of your device. If you want to avoid any use of network data for the Update downloads, then you should choose the “Wi-Fi Only” option in the Setting. (Regardless of the option you choose, the “Automatic Update” function downloads Updates only through Wi-Fi connection.)

6. Some features of the Software may require your device to have access to the internet and may be subject to restrictions imposed by your network or internet provider. Unless your device is connected to

the internet through Wi-Fi connection, the Software will access through your mobile network, which may result in additional charges depending on your payment plan. In addition, your enjoyment of some features of the Software may be affected by the suitability and performance of your device hardware or data access.

7. **SOFTWARE TRANSFER.** You may not transfer this EULA or the rights to the Software granted herein to any third party unless it is in connection with the sale of the mobile device which the Software accompanied. In such event, the transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades, this EULA) and you may not retain any copies of the Software.

The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms.

8. **EXPORT RESTRICTIONS**. You acknowledge that the Software is subject to export restrictions of various countries. You agree to comply with all applicable international and national laws that apply to the Software, including all the applicable export restriction laws and regulations.

9. **TERMINATION**. This EULA is effective until terminated. Your rights under this License will terminate automatically without notice from Samsung if you fail to comply with any of the terms and conditions of this EULA.

Upon termination of this EULA, you must cease all use of the Software and destroy all copies, full or partial, of the Software.

10. **DISCLAIMER OF WARRANTY**. UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY ACCOMPANYING YOUR DEVICE, ALL SOFTWARE PROVIDED BY SAMSUNG WITH THIS MOBILE DEVICE (WHETHER INCLUDED WITH THE DEVICE, DOWNLOADED, OR OTHERWISE OBTAINED) IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM SAMSUNG, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, SAMSUNG DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT

NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SAMSUNG OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY

SAMSUNG OF WARRANTY REGARDING THE SOFTWARE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM SAMSUNG.

11. **THIRD-PARTY APPLICATIONS**. Certain third party applications may be included with, or downloaded to this mobile device. Samsung makes no representations whatsoever about any of these applications. Since Samsung has no control over such applications, you acknowledge and agree that Samsung is not responsible for the availability of such applications and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such applications. You expressly acknowledge and agree that use of third party applications is at your sole risk and that the entire risk of unsatisfactory quality,

performance, accuracy and effort is with you. It is up to you to take precautions to ensure that whatever you select to use is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. References on this mobile device to any names, marks, products, or services of any third-parties are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship, or recommendation of, or affiliation with the third party or its products and services. You agree that Samsung shall not be responsible or liable, directly or indirectly, for any damage or loss, including but not limited to any damage to the mobile device or loss of data, caused or alleged to be caused by, or in connection with, use of or reliance on any

such third party content, products, or services available on or through any such application. You acknowledge and agree that the use of any third-party application is governed by such third party application provider's Terms of Use, License Agreement, Privacy Policy, or other such agreement and that any information or personal data you provide, whether knowingly or unknowingly, to such third-party application provider, will be subject to such third party application provider's privacy policy, if such a policy exists. SAMSUNG DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD PARTY APPLICATION PROVIDER. SAMSUNG EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING

WHETHER YOUR PERSONAL INFORMATION IS CAPTURED BY ANY THIRD PARTY APPLICATION PROVIDER OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD PARTY APPLICATION PROVIDER.

12. **SAMSUNG APPLICATIONS**. Certain Samsung applications and services may be included with, or downloaded to, this mobile device. Many of them require Samsung Services membership registration ("Samsung Account"), and your rights and obligations will be set forth in separate Samsung Account terms and conditions and privacy policies. There are non-Samsung Account applications and services that require your consent to their separate terms and conditions and privacy policies. You

expressly acknowledge and agree that your use of such applications and services will be subject to the applicable terms and conditions and privacy policies.

13. **LIMITATION OF LIABILITY.** SAMSUNG WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SOFTWARE OR ANY THIRD PARTY APPLICATION, ITS CONTENT OR FUNCTIONALITY, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, IN-APP PURCHASES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL,

INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, SAMSUNG ELECTRONIC CO.'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF YOUR USE OF THE SOFTWARE OR THIRD PARTY APPLICATIONS ON THIS MOBILE DEVICE, OR ANY OTHER PROVISION OF THIS EULA, SHALL NOT EXCEED THE

AMOUNT PURCHASER PAID SPECIFICALLY FOR THIS MOBILE DEVICE OR ANY SUCH THIRD PARTY APPLICATION THAT WAS INCLUDED WITH THIS MOBILE DEVICE. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS (INCLUDING SECTIONS 10, 11, 12 AND 13) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

14. **U.S. GOVERNMENT END USERS RESTRICTED RIGHTS.** The Software is licensed only with "restricted rights" and as "commercial items" consisting of "commercial software" and "commercial software documentation" with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

All Products are provided only with "restricted rights" with only those rights as are granted to all other end users pursuant to the terms and conditions herein. All Software and Products are provided subject to Federal Acquisition Regulation (FAR) 52.227.19.

15. **APPLICABLE LAW.** This EULA is governed by the laws of the jurisdiction where you are a resident or, if a resident of the United States, by the laws of the state of Texas, without regard to its conflict of law provisions. This EULA shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

16. **DISPUTE RESOLUTION.**

(a) Non-United States residents. If a dispute, controversy or difference arising in any way from this EULA or your use of the Software is not amicably settled, it shall be subject to the non-exclusive jurisdiction of the courts of the jurisdiction where you are a resident. Notwithstanding the foregoing, Samsung may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

(b) United States residents. ALL DISPUTES WITH SAMSUNG ARISING IN ANY WAY FROM THIS EULA OR YOUR USE OF THE SOFTWARE SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR

JURY. Any such dispute shall not be combined or consolidated with any other person's or entity's claim or dispute, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of Texas, without reference to its choice of laws principles, shall govern the interpretation of the EULA and all

disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the EULA. For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are $5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant Samsung its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or $50.00 of such fees, whichever is less, and Samsung shall pay the remainder of such

fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed $5,000.00 ("Large Claim") shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction. This arbitration provision also applies to claims against Samsung’s employees, representatives and affiliates if any such claim arises from the licensing or use of the Software. You may opt out of this dispute resolution procedure by providing notice to

Samsung no later than 30 calendar days from the date of the first consumer purchaser's purchase of this device. To opt out, you must send notice by e-mail to optout@sta.samsung.com, with the subject line: "Arbitration Opt Out." You must include in the opt out e-mail (a) your name and address; (b) the date on which the device was purchased; (c) the device model name or model number; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on the device box; (ii) on the device information screen, which can be found under "Settings;" (iii) on a label on the back of the device beneath the battery, if the battery is removable; and (iv) on the outside of the device if the battery is not removable).

Alternatively, you may opt out by calling 1-888-987-4357 no later than 30 calendar days from the date of the first consumer purchaser's purchase of the device and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect your use of the device or its preloaded Software, and you will continue to enjoy the benefits of this license.

17. **ENTIRE AGREEMENT; SEVERABILITY.** This EULA is the entire agreement between you and Samsung relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the

Software or any other subject matter covered by this EULA. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. [050113]

Section 3: Sprint Service: General Terms and Conditions of Service

Please note that these terms may not be the most current version. A current version of the terms is available at the Sprint website sprint.com/termsandconditions or upon request.

Note: Para solicitar esta literatura en español, por favor contactar a 1-800-777-4681 o visitar a sprint.com/espanol.

Basic Definitions

In this document: (1) “we,” “us,” “our,” and “Sprint” mean Sprint Solutions, Inc., as contracting agent on behalf of the applicable Sprint affiliated entities providing the products and Services; (2) “you,” “your,” “customer,” and “user” mean an account holder with us or any user of our Devices

or Services; (3) “Device” means any phone, aircard, mobile broadband device, any other device, accessory, or other product that we provide you, we sell to you, or is active on your account with us; and (4) “Service” means Sprint-branded offers, rate plans, options, wireless services, billing services, applications, programs, products, software, or Devices on your account with us. “Service(s)” also includes any other product or service that we offer or provide to you that references these General Terms and Conditions of Service (“Ts&Cs”).

The Service Agreement

These Ts&Cs are part of your service agreement with us (the “Agreement”) and constitute a contract under which we provide you Services under terms and conditions that you accept. **THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION WITH A CLASS WAIVER, A REPRESENTATIVE ACTION WAIVER, AND A JURY WAIVER PROVISION.** In addition to these Ts&Cs, there are several parts of the Agreement, which includes but is not limited to the

following: (i) the subscriber agreement and transaction materials that you receive and accept; (ii) the plan(s) that you chose as set forth in our written services and transaction materials that we provide or refer you to during the sales transaction, including on-line and telephone transactions (if your service plan is not specifically set forth in any in-store brochure or printed materials, the requirements and terms set forth in the current written Agreement and transaction materials apply); (iii) any confirmation materials and invoices that we may provide to you; and (iv) the terms set forth in the coverage map brochures. **It is important that you carefully read all of the terms of the Agreement.**

Additional Terms

Additional terms will apply when you use certain applications, programs, Devices, and services, and these terms will be provided to you prior to your use of the items. Depending on who provides the items, the terms may come from Sprint or a third party. You are subject to any terms provided by the

third party, and the terms are directly between you and that third party. Sprint is not responsible for these third-party items and associated terms. Additional terms will also apply if you activate Services as part of a bundle with another company's services (for example, cable services, home phone services, etc.). The additional terms for bundled Services may either modify or replace certain provisions in these Ts&Cs, including terms relating to activation, invoicing, payment, and disputing charges. Also, a different dispute resolution provision may apply to services provided by another company (the dispute resolution provisions in this Agreement will still apply to our Services). You will be provided details on any additional terms with your selection of any bundled Service. For employee and organization discounts, the discount percentage may vary from month-to-month based on the terms of the agreement between your employer, association, or organization and Sprint. The discount will be zero after your agreement or your organization's

agreement with Sprint ends. Additional terms and eligibility requirements regarding organization discounts will be provided to you.

Our Policies

Services are subject to our business policies, practices, and procedures ("Policies"). You agree to adhere to all of our Policies when you use our Services. Our Policies are subject to change at anytime with or without notice.

When You Accept The Agreement

You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral, or electronic statement, including on the Web by electronically marking that you have reviewed and accepted; (b) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any

program that says you are accepting the Agreement when doing so. **If you don't want to accept the Agreement, don't do any of these things.**

Term Commitments & Early Termination Fees

Sprint provides a variety of Services, some of which require you to maintain Your Services on a month to month basis or for a minimum term, usually 1 or 2 years ("Term Commitment"). If your Agreement contains a Term Commitment, **you will be charged a fee ("Early Termination Fee") for each line of Service that you terminate early (i.e., prior to satisfying the Term Commitment) or for each line of Service that we terminate early for good reason (for example, violating the payment or other terms of the Agreement) but such Early Termination Fee will be prorated based on your remaining Term Commitment.** Early Termination Fees are a part of our rates. Any Term Commitment, the length of the Term Commitment, and the applicable Early Termination Fee amounts and proration will be

disclosed to you during the sales transaction. **Carefully review any Term Commitment and Early Termination Fee requirements prior to selecting Services. After you have satisfied your Term Commitment, your Services continue on a month-to-month basis under the then-current Terms and Conditions and Service policies.** Services offered on a subscription basis, as described in the "Account & Service Charges" section, may not require a Term Commitment and may not automatically renew. As explained directly below, there are instances when you will not be responsible for an Early Termination Fee for terminating Services early.

When You Don't Have To Pay An Early Termination Fee

You aren't responsible for paying an Early Termination Fee when terminating Services: (a) provided on a month-to-month basis; (b) provided on a subscription basis that do not include a Term Commitment; (c) consistent with our published trial

period return policy; or (d) in response to a materially adverse change that we make to the Agreement as described directly below.

Our Right To Change The Agreement & Your Related Rights

We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, discounts, coverage, technologies used to provide services, or your terms of Service. If you lose your eligibility for a particular rate plan or if a particular rate plan is no longer supported or available, we may change your rate plan to one for which you qualify. We will provide you notice of material changes—and we may provide you notice of non-material changes—in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). If a change we make to the Agreement is material and has a material adverse effect on Services under your Term Commitment, you may terminate each line

of Service materially adversely affected without incurring an Early Termination Fee only if: (a) you call us within 30 days after the effective date of the change; (b) you specifically advise us that you wish to cancel Services because of a material change to the Agreement that we have made; and (c) we fail to negate the change after you notify us of your objection to it. If you do not notify us and cancel Service within 30 days of the change, an Early Termination Fee will apply if you terminate Services before the end of any applicable Term Commitment.

Our Right To Suspend Or Terminate Services

We can, without notice, suspend or terminate any Service at any time for any reason. For example, we can suspend or terminate any Service for the following: (a) late payment; (b) exceeding an Account Spending Limit; (c) harassing/threatening/abusing/offending our employees or agents; (d) providing false or inaccurate information; (e)

interfering with our operations; (f) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (g) breaching, failing to follow, or abusing the Agreement or Policies; (h) providing false, inaccurate, dated, or unverifiable identification or credit information or becoming insolvent or bankrupt; (i) modifying a Device from its manufacturer specifications (for example, rooting the device); (j) failing to use our Services for an extended period of time; (k) failing to maintain an active Device in connection with our Services; or (l) if we believe the action protects our interests, any customer's interests, or our networks.

Your Right To Change Services & When Changes Are Effective

The account holder can typically change Services upon request. In some instances, changes may be conditioned on payment of an Early Termination Fee or certain other charges, or they may require a new Term Commitment. Changes to Services are

usually effective at the start of the next full invoicing cycle. If the changes take place sooner, your invoice may reflect pro-rated charges for your old and new Services. We may, but are not obligated to, provide you the opportunity to authorize someone else to make changes to your Services, which will include the authority to make changes that will extend your Term Commitment. You are responsible for any changes to your Services made by a person you authorize, and those changes will be treated as modifications to this Agreement.

Your Right To Terminate Services

You can terminate Services at any time by calling us and requesting that we deactivate all Services. In addition, if you return or provide your Device to Sprint and fail to either deactivate service on the Device or activate another Device in connection with your Service, we reserve the right to terminate your Service, and if you are subject to a Term

Commitment, you may be charged all or part of an Early Termination Fee. You are responsible for all charges billed or incurred prior to deactivation. If Services are terminated before the end of your invoicing cycle, we won't prorate charges to the date of termination and you won't receive a credit or refund for any unused Services. **Except as provided above, if you are subject to an Early Termination Fee, you must also pay the invoiced Early Termination Fee for each line of Service that you terminate early.**

Credit Checks & Credit Information

We agree to provide you Services on the condition that you have and maintain satisfactory credit according to our standards and policies. You agree to provide information that we may request or complete any applications that we may provide you to facilitate our review. We rely on the credit information you furnish, credit bureau reports or other data available from commercial credit

reference services, and other information (such as payment history with us) to determine whether to provide or continue to provide you Services. The Services we offer you can vary based on your credit history. We may at any time, based on your credit history, withdraw or change Services or place limits or conditions on the use of our Services. You agree to provide us updated credit information upon request. We may provide your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse.

Account Spending Limits ("ASL")

An ASL is a temporary or permanent limit (typically based on credit history, payment history, or to prevent fraud) that we place on the amount of unpaid charges you can accumulate on your account, regardless of when payment on those charges is due. We reserve the right to determine which charges count toward an ASL. If you have an

ASL, we may suspend your Services without prior notice if your account balance reaches the ASL, even if your account is not past due. We may impose or increase an ASL at any time with notice. An ASL is for our benefit only and should not be relied on by you to manage usage.

Deposits & Returning Deposits

We may at any time require a deposit as a guarantee of payment for you to establish or maintain Service ("Deposit"). By providing us a Deposit, you grant us a security interest for all current or future amounts owed to us. We may change the Deposit at any time with notice. You can't use a Deposit to make or delay payments. The Deposit, the length of time we hold the Deposit, and changes to the Deposit are determined based on your credit history, payment history, and other factors. Unless prohibited by law, we may mix Deposits with our other funds and it won't earn interest, and we reserve the right to return the Deposit as a credit on your invoice at anytime. If your Services are terminated for any

reason, we may keep and apply your Deposit to any outstanding charges. We'll send any remaining portion of the Deposit to your last known address within 90 days after your final invoice—if it is returned to us, we will forward it on to the appropriate state authorities to the extent required by law.

Restrictions On Using Services

You can't use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, networks, property, or Services; or (b) in any way prohibited by the terms of our Services, the Agreement, or our Policies. You cannot in any manner resell the Services to another party. For additional restrictions on the use of our Services, see our Acceptable Use Policy and Visitors Agreement, which are available on our website, and the detailed plan or other information on Services that we provide or refer you to during the sales transaction.

Your Device, Number & Email Address

We don't manufacture any Device that we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts, or omissions of the manufacturer. **The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Device performance may vary based on device specifications (for example, a device's software, memory, and storage), and device performance may impact access to all of our Services.** Your Device is designed to be activated on our networks and in other coverage areas that we may make available to you. As programmed, it will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no—and cannot gain any (for example, through publication, use, etc.)—proprietary, ownership, or other rights to any phone number,

identification number, email address, or other identifier that we assign to you, your Device, or your account. We'll notify you if we decide to change or reassign them. Your CDMA Sprint PCS phone may have software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. If your device has a software programming lock, and you wish to obtain the software program lock code for your CDMA Sprint PCS phone, please visit sprint.com or call 1-888-211-4727 for information and eligibility requirements.

Porting/Transferring Phone Numbers

We don't guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, then that is considered a request by you to us to terminate all of the Services associated with that

number. **You're responsible for all charges billed or incurred prior to deactivation and for any applicable Early Termination Fees.**

Coverage; Where Your Device Will Work; Service Speeds

Our coverage maps are available at our authorized retail locations and on sprint.com. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. **Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere. Coverage and Service speeds are not guaranteed. Coverage is subject to change without notice. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and Service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that-along with other factors both within and beyond our control (for**

example, network problems, network or Internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, actions of third parties, etc.)-may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

Roaming

The term "roaming" typically refers to coverage on another carrier's network that we may make available to you based on our agreements with other carriers. These agreements may change from time to time, and roaming coverage is subject to change without notice. Your ability to receive roaming coverage depends on the radio

transmissions your Device can pick up and the availability of roaming coverage. We make no guarantee that roaming coverage will be available. Roaming coverage may exist both within and outside our network coverage areas. Your Device will generally indicate when you're roaming. Depending on your Services, separate charges or limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (for example, data Services, voicemail, call waiting, etc.). For information on whether roaming applies, see your service plan details.

About Data Services & Content

Our data Services and your Device may allow you to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound, and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (for example, third party websites, games, ringers, applications, etc.).

We make absolutely no guarantees about the Data Content that you access on your Device. **Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You're solely responsible for evaluating the Data Content accessed by you or anyone through your Services. We strongly recommend that you monitor data usage by children/minors.** Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. To protect our networks and Services or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for

Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by Sprint may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you, and you may not receive a refund for any unused portion of the Data Content.

Specific Terms & Restrictions On Using Data Services

In addition to the rules for using all of our other Services, unless we identify the Service or Device that you have selected as specifically intended for that purpose (for example, wireless routers, Data Link, etc.), you can't use our data Services: (1) with server devices or host computer applications or other systems that drive continuous, heavy traffic

or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts our networks' performance or hinders access to our networks. If your Services include Web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, with "phone as modem" plans, Sprint Mobile Broadband card plans, wireless router plans, etc.).

Software License

If Sprint provides you software as part of the Service and there are not software license terms provided with the software (by Sprint or by a third party), then Sprint grants you a limited, revocable, non-exclusive, non-transferable license to use the software to access the Services for your own individual use. You will not sell, resell, transfer,

copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. Sprint may revoke this license at any time.

Fees, Activation & Miscellaneous Charges

Based on our Policies, we may charge activation, prepayment, reactivation, program, or other fees to establish, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.

Account & Service Charges

You are responsible for all charges associated with your account and the Services on your account, no matter who adds or uses the Services. Charges include, but are not limited to, the monthly recurring charges, usage charges, charges for

additional services, taxes, surcharges, and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials that we may send to you. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts, and Web access. If you (the account holder) allow end users to access or use your Devices, you authorize end users to access, download, and use Services. You may have the opportunity to purchase Services on a subscription basis where we assess subscription charges that allow you access to the Services and/or provide you a certain amount of use of the Services for a defined period of time. Depending on your Service, certain types of subscription charges may be assessed automatically upon activation and automatically assessed for subsequent subscription periods. Subscription Services offered on a recurring basis do not end until terminated by you or us.

Subscription charges for recurring Services occur at the beginning of each bill cycle. Information regarding your bill cycle for subscription Services will be provided when you order the Services. For Services offered on a per-day basis, you will generally be charged for use before or at the time of use. In certain instances, we may charge you at some point after you use the Services. Unless otherwise disclosed, Services offered on a per-day basis end 24 hours after Service is initiated.

How We Calculate Your Charges For Billing Purposes

Regular Voice Calls: We round up partial minutes of use to the next full minute. Time starts when you press "Talk" or your Device connects to the network and stops when you press "End" or the network connection otherwise breaks. You're charged for all calls that connect, even to answering machines, voicemail, or voice transcription services. You won't be charged for unanswered calls or if you get a busy signal. For

incoming calls answered, you're charged from the time shortly before the Device starts ringing until you press "End" or the network connection otherwise breaks. If charges vary depending on the time of day that you place or receive calls (for example, Nights and Weekend plans), you're charged for the entire call based on the rate that applies to the time period in which the call starts. Call time for a single call may be subject to a maximum duration and may be automatically terminated if the maximum duration is exceeded. Rates that vary based on the time of access will be determined based on the location of the network equipment providing service and not the location of your Device or your Device's area code (if applicable).

Push-to-Talk Charges: Charges for push-to-talk calls are billed to the person who starts the call and calculated by multiplying the duration of the call by the applicable rate and number of participants. You're charged at least 6 seconds of airtime for each call you start; subsequent communications in

the same call are rounded up to and billed to the next second. Time begins when you press any button to start a push-to-talk call and ends approximately 6 seconds after completion of a communication to which no participant responds. Subsequent push-to-talk communications are considered new calls. Charges apply for the entire period of time the push-to-talk call is connected to our network. Depending on your plan, nationwide, international, or group push-to-talk calls may use the local push-to-talk minutes in your plan and result in additional or different charges. Responses to call alert transmissions are treated as new push-to-talk transmissions even when responding within 6 seconds of receiving the alert. Push-to-talk billing methods are subject to change as we introduce new push-to-talk Services.

Data Usage: Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equals 1 kilobyte (“KB”), 1024 KB equals 1 megabyte, and 1024 megabytes

equals 1 gigabyte. Bytes are rounded up to KB, so you will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session, and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device's Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with

unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage—for example, the size of downloadable files—are not reliable predictors of actual usage. Your bill won't separately list the number of KB attributed to a specific action/data session.

Your Bill

Your bill provides you notice of your charges. It reflects monthly recurring charges (usually billed one bill cycle in advance), fees, taxes, Surcharges, product and equipment charges, subscription charges, and usage/transaction specific charges (usually billed in the bill cycle in which they're incurred). Some usage charges, such as those that depend on usage information from a third party, may be billed in subsequent bill cycles and result in higher than expected charges for that month. Bill cycles and dates may change from time to time.

Your bill may also include other important notices (for example, changes to your Agreement, to your Service, legal notices, etc.). Your paper bill may not include itemized billing detail. More specific billing information is available online. Paper bills may be subject to an additional charge. Unless prohibited by law, other charges (for example, data Services or taxes and surcharges) will not include itemized detail but will be listed as total charges for a category. If you choose Internet billing, you will not receive paper bills.

Your Payments; Late Fees

Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permissible by law, may be applied to the total unpaid balance. We may also charge you any costs we pay to a collection agency to collect unpaid balances from you. If we bill you for amounts on behalf of a third party, payments received are first applied to our charges. You may be charged additional fees for

certain methods of payment. We may charge you, up to the highest amount permitted by law, for returned checks or other payments paid by you and denied for any reason by a financial institution. Acceptance of payments (even if marked “paid in full”) does not waive our right to collect all amounts that you owe us. We may restrict your payment methods to cashier’s check, money order, or other similar secure form of payment at any time for good reason.

Taxes & Government Fees

You agree to pay all federal, state, and local taxes, fees, and other assessments that we’re required by law to collect and remit to the government on the Services that we provide to you. These charges may change from time to time without advance notice. If you’re claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won’t be applied retroactively.

Surcharges

You agree to pay all Sprint surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service; Regulatory and Administrative charges; gross receipts charges, and other charges. **Surcharges are not taxes, and we are not required by law to assess them. They are part of our rates we choose, at our discretion, to collect from you, to recover certain costs and are kept by us. The number and type of Surcharges will be provided on your invoice and may vary depending upon the location of the billing address of the Device and can change over time. We determine the amount for these charges, and these amounts are subject to change, as are the components used to calculate these amounts.** We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). However, because some Surcharges are based on amounts set by the government or based on government formulas, it

will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.

Disputing Charges - You Must Still Pay Undisputed Charges

Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes can only be made by calling or writing us as directed on your invoice or elsewhere. You accept all charges not properly disputed within the above time period—undisputed charges must still be paid as stated on your bill.

Protecting Our Network & Services

We can take any action to: (1) protect our networks, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our networks and Services. Some of these actions

may interrupt or prevent legitimate communications and usage-for example, message filtering/blocking software to prevent spam or viruses; limiting throughput; limiting access to certain websites, applications, or other Data Content; prohibitions on unintended uses (for example, use as a dedicated line, or use as a monitoring service), etc. For additional information on what we do to protect our customers, networks, Services, and equipment, see our Acceptable Use Policy and Visitors Agreement at our website.

Your Privacy

Our Privacy Policy is available on our website. To review the policy, visit sprint.com/legal/privacy.html. This policy may change from time to time, so review it with regularity and care.

Call Monitoring: To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls you make to us or we make to you (for example, your conversations with our customer service or sales departments).

Authentication and Contact: You (the account holder) may password protect your account information by establishing a personal identification number ("PIN"). You may also set a backup security question and answer in the event you forget your PIN. You agree to protect your PIN, passwords, and other account access credentials like your backup security question from loss or disclosure. You further agree that Sprint may, in our sole discretion, treat any person who presents your credentials that we deem sufficient for account access as you or an authorized user on the account for disclosure of information or changes in Service. You agree that we may contact you for Service-related reasons through the contact information that you provide, through the Services or Devices to which you subscribe, or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

CPNI: As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill ("CPNI"). Under federal law, you have the right and we have a duty to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us. For some accounts with a dedicated Sprint representative, we may rely on contacting your pre-established point of contact as the standard authentication measure.

Third-Party Applications: If you use a third-party application, the application may access, collect, use, or disclose your personal information or require Sprint to disclose your information—including location information (when applicable)—to the application provider or some other third party. If you access, use, or authorize third-party

applications through the Services, you agree and authorize Sprint to provide information related to your use of the Services or the application(s). You understand that your use of third-party applications is subject to the third party's terms and conditions and policies, including its privacy policy. Be sure that you have reviewed and are comfortable with the third party's policies before using its application on your device.

Information on Devices: Your Device may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). Sprint is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, for example when you relinquish, exchange, return, or recycle your Device. By submitting your Device to us, you agree that our employees, contractors, or vendors may access all of the information on your Device. If you

exchange, return, or recycle your Device through us, we typically attempt to erase all data on your Device, but you must remove all data from your Device before you provide it to us.

Location-Enabled Services

Our networks generally know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services and optional location-enabled services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-enabled services.

You agree that any authorized user may access, use, or authorize Sprint or third-party location-enabled applications through the Services. You understand that your use of such location-enabled applications is subject to the application's terms

and conditions and policies, including its privacy policy. If you activate location-enabled services for devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location-enabled applications and that the Device may be located.

911 Or Other Emergency Calls

Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location, or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service ("E911")—where enabled by local emergency authorities—uses GPS technology to provide location information. Even

when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911—you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.

If Your Device Is Lost or Stolen

Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. A lost or stolen Device does not reduce or remove your Term Commitment. You will remain liable for any monthly recurring charges associated with the Service on your Device after you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not waive any

applicable Early Termination Fees if you choose to terminate Services as a result of loss or theft of your Device.

Disclaimer of Warranties

UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE AND ANY SOFTWARE OR APPLICATIONS ON YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. SPRINT PROVIDES ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS.

You Agree That We Are Not Responsible For Certain Problems

You agree that neither we nor our parent, subsidiary, or affiliate companies, nor our vendors, suppliers, or licensors are responsible for any damages, delay, interruption or other failure to perform resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or

communication that is blocked by a spam filter; (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your Device, computer, or equipment and to back up your information stored on each.

You Agree That Our Liability Is Limited - No Consequential Damages

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO

MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

DISPUTE RESOLUTION AND ARBITRATION

PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS

In those rare instances where your concern is not resolved to your satisfaction through calls to our customer care, you and Sprint each agree to try to resolve those disputes in good faith after you provide written notice of the dispute as set forth below. If the dispute is not resolved, you and Sprint

agree that the dispute will be resolved through individual binding arbitration or small claims court, instead of courts of general jurisdiction.

Mandatory Arbitration and Waiver of Class Action

Instead of suing in court, you and Sprint agree to arbitrate all Disputes (as defined below) on an individual, non-representative, basis. You agree that, by entering into this Agreement, you and Sprint are waiving the right to a trial by jury or to participate in a class action or representative action. This agreement to arbitrate is intended to be broadly interpreted.

In arbitration, there is no judge or jury. Instead Disputes are decided by a neutral third-party arbitrator in a more informal process than in court. In arbitration, there is limited discovery and the arbitrator's decision is subject to limited review by courts. However, just as a court would, the arbitrator must honor the terms of the Agreement and can award damages and relief, including any attorneys' fees authorized by law.

"Disputes" shall include, but are not limited to, any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if the claim arises after Services have terminated. Disputes also include, but are not limited to, claims that: (a) you or an authorized or unauthorized user of the Services or Devices bring against our employees, agents, affiliates, or other representatives; (b) you bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that Sprint brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and Sprint, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims or any other legal theory; (ii)

claims that arose before this Agreement or out of a prior Agreement with Sprint; (iii) claims that are subject to on-going litigation where you are not a party or class member; and/or (iv) claims that arise after the termination of this Agreement.

Dispute Notice and Dispute Resolution Period

Before initiating an arbitration or a small claims matter, you and Sprint each agree to first provide to the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute to Sprint should be sent to: General Counsel; Arbitration Office; 12502 Sunrise Valley Drive, Mailstop VARESA0202-2C682; Reston, Virginia 20191. Sprint will provide a Notice of Dispute to you in accordance with the "Providing Notice To Each Other Under The Agreement" section of this Agreement. Sprint will assign a representative to work with you and try to resolve your Dispute to your satisfaction. You and Sprint agree to make attempts to resolve the

Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Sprint may commence an arbitration proceeding or small claims action.

Arbitration Terms, Process, Rules and Procedures

(1) Unless you and Sprint agree otherwise, the arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service. The arbitration will be governed by either: (a) rules that we mutually agree upon; or (b) the JAMS Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"), as modified by this agreement to arbitrate, including the rules about the filing, administration, discovery and arbitrator fees. The JAMS rules are available on its website at jamsadr.com. Notwithstanding any JAMS Rule to the contrary or any other provision in arbitration rules chosen, by agreement, to govern the arbitration, we each agree that all issues regarding the Dispute

are delegated to the arbitrator to decide, except that only a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

(2) The Federal Arbitration Act ("FAA") applies to this Agreement and arbitration provision. We each agree that the FAA's provisions—not state law—govern all questions of whether a Dispute is subject to arbitration. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply. However, nothing in this paragraph will require or allow you or Sprint to arbitrate on a class-wide, representative or consolidated basis.

(3) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND SPRINT AGREE THAT EACH MAY**

BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Sprint expressly agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If any portion of this provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(4) We each are responsible for our respective costs, including our respective counsel, experts, and witnesses. Sprint will pay for any filing or case management fees associated with the arbitration and the professional fees for the arbitrator's services.

(5) An arbitrator's award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator's decision and award is

final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court with jurisdiction.

(6) As an alternative to arbitration, we may resolve Disputes in small claims court in the county of your most recent billing address. In addition, this arbitration agreement does not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against Sprint on your behalf.

No Trial By Jury and No Class Action

IF FOR ANY REASON A CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY PROCEEDS IN COURT RATHER THAN IN ARBITRATION, REGARDLESS OF WHETHER THE CLAIM IS AN ACTION, COUTERCLAIM OR ANY OTHER COURT PROCEEDING, WE EACH AGREE THAT TO THE EXTENT ALLOWED BY LAW, THERE WILL NOT BE A JURY TRIAL OR CLASS ACTION AND

WE EACH UNCONDITIONALLY (1) WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS, INCLUDING JOINING A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACTITY ON BEHALF OF ANYONE ELSE IN ANY OTHER PROCEEDING.

Indemnification

You agree to indemnify, defend, and hold Sprint and our subsidiaries, affiliates, parent companies, vendors, suppliers, and licensors harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failing to provide appropriate notices regarding location-enabled services (see “Location-Enabled Services” section); failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this

Agreement or any policy referenced in this Agreement, any applicable law or regulation, or the rights of any third party.

Providing Notice To Each Other Under The Agreement

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on your invoice. We will provide you notice through one or more of the following: in your bill, correspondence to your last known billing address, to any fax number or email address you've provided us, by calling you on your Device or any other phone number you've provided us, by voice message on your Device or any other phone number you've provided us, or by text message on your Device.

Contacting You Regarding Billing and Collections

You expressly authorize, and specifically consent to allowing Sprint and any of Sprint's agents to contact you in connection with any and all matters relating to unpaid past due charges you owe Sprint. You agree that, for attempts to collect unpaid past due charges, Sprint and any of its agents may contact you at any mailing address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, or may in the future provide, to Sprint. You agree and acknowledge that any email address or any other electronic address that you provide to Sprint is your private address and is not accessible to unauthorized third parties. For attempts to collect unpaid charges, you agree that in addition to individual persons attempting to communicate directly with you, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered

by an automatic telephone dialing system, pre-set email messages delivered by an automatic emailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

Other Important Terms

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the billing address of the Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the

Agreement or any of your rights or duties under it, unless we agree to the assignment. We can assign the Agreement without notice. You cannot in any manner resell the Services to another party. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements—you can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations, and commitments in the Agreement that—by their nature—would logically continue beyond the termination of Services (for example, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial) survive termination of Services.

[End General Terms and Conditions of Service]

Section 4: Important Message from Sprint

Important Information about this device's "open" architecture. This device is an "open" device. What that means is that you are free to use it to access the Internet as you see fit. You may go to websites you like and you may download or use applications or software that you choose.

Please take care to visit only trusted websites and download applications only from trusted entities. Sprint has no control over websites you visit or applications and software you download, and Sprint's policies do not apply to those websites, applications or software. The websites you visit may place "cookies" or other files on your device when you visit them. Downloaded applications or software may access, use or share information on your device, like your contacts or your location.

Although Sprint is excited to allow our customers to make their own choices about the Internet sites you wish to visit or the applications or software you'd like to use, we do want to remind you that Sprint is not able to help you troubleshoot issues connected with your use of non-Sprint applications or software (such as the ones you may select and download to your device). Sprint also will not be able to provide you credits for applications or software that you download from sources other than Sprint. And, Sprint is not liable for the websites you visit or anything you download or cause to be downloaded to your device. Damage related to websites visited or downloads to your device may not be covered by Sprint's Service and Repair policy, or your device insurance policy. For more information about Sprint's policies, products or services, please visit us at sprint.com.

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